App. F. IX-4

Previous References.

1954-55 (J.T.B.)

File No. 11-54-

Serial Nos. 20, 21, 22,

Later References.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. Three

Part B for October 1954

SUBJECT

Representation of Mazharulla Maccai to waive the recovery of Interest

WD 01425—GPB—25,000—15-9-1952.

To, P30/(1)

The Chairman, C.I.T.B, Bangalore

L.8130/ Dated 4.10.54

Issues instructions to waive the recovery of interest.

To,

Sri. Mazharulla maccai

Dr. Ramakrishna

57 24

L.8131./ Dated 4.10.54

Issues an endorsement.

1738/VL
1346

pete & 7-6-54 from Sri. Raghavulla Meecai regarding waiving the recovery of interest in respect of a site allotted to him in Tayanagar.

1) Order of the Dy Secy:-
"Examine Sri"
(sd) S.V.L
& 8/6

2) Submitted with draft letter calling for a report + ~~etc~~, the records, as per instruction received from the Dept. Secy.
Ma 11/6 16/6 in 8 days

3) Issue Reminder
16/6

To,
The Chairman, B.T.B.
L 3263 & 25-6-54
calls for a report-

Another representation of Sri. Raghavulla Meecai.

4) Order of the Dy Secy:-
"References"
(sd) S.V.L.
& 25/6.

5) A report is due from the Chairman.
A draft reminder is submitted. Done
Ma 30/6 6/7

6) Issue. Reminder once a week
9/7

2346 Ref:- of Sri. Mazharulla Meccai
3343/NL ②

7) A revised draft Do. letter is put up, as per instructions received in person
Mra 15/7.

8) Issue + remind once in 3 days
29

The Cl. Rep. T. A. (By name)
Lr. No. 4603 dt 23-7-54

Reminder.

9) D.O. Reminder is put up for approval
Mra 26/7

10) Issue Reminder L 4972 dt 29-7-54
27/7

11) D.O. Reminder is put up for approval
2/8

Letter No. A1. P R. 591 dt 2-8-54 from the chairman, Bangalore Trust Board on the subject.

12) The report received from the chairman is submitted for perusal with reference to the representation of Sri. Mazharulla Meccai — Vide page 1.

+ page 10

13) The reasons stated in the chairman's report, the Trust Board have resolved that the recovery of interest due from Sri. Mazharulla Meccai cannot be waived. This is for orders — Ref flaral (wrapper)
Mra 13/8. 16/8. 17/8

Representation of Sri. Hazharulla Hasan

14) Examine the request of Sri Hazharulla Hasan. Where was the mistake? Has the TB taken timely action. Has it promptly replied to the request of the petitioner. When any doubt was felt and when it was communicated, to the Bd — was it not the duty of the Bd to send a reply to the party. pl put up a detailed note. As the party has stated certain points in her petition, those points should be examined in detail. This is urgent

28/4

15) The petitions of 21-1-1951 and 21-1-57 are not found in the file. The date of endorsement intimating him the correct measurement of the site allotted is necessary in order to consider whether interest has to be charged from that date or earlier date of letter specifying a wrong no. How interest was calculated at Rs 61-7-0 has to be ascertained. The Board has to pay compensation to the petitioner. Information as to the date of award, the date of payment, whether interest was given for the delayed payment if any and why the amount was not adjusted towards the cost of the site allotted to him, as representer, will be obtained. Moreover, the file discloses that one Sri. Balai was exempted from payment of interest on the ground that it was a case of an exchange site etc. Information as to the date of original allotment of site and intimation to the allottee, the date of intimation of the second allotment in exchange and the amount paid by the party (two dates) & the reasons for showing him this concession will be obtained. The orders of these particulars may be called for in the first instance, and as also

Sd/-

3343/rl Refn of Sri Mazharulla Meccai.

(4)

a statement showing the date of receipt of each petition in the office, the date of submission of each of them & the date of orders and the date of replies ~~sent to each of the endorsements sent to~~ endorsements sent in reply to each of them etc. The orders - Ref paras 14 overleaf. A draft D.O. letter is also put up for consideration.

Thro 31/8. 5/9 2/9

16) The entire file on the subject has been sent by the Chairman, as requested. Therefore if any further particulars have to be called for, the records have to be returned. Most of the particulars have to be given with reference to these records. Therefore the necessity or otherwise to call for for any further information was examined and the records studied in detail. I think the records sent now disclose sufficient information so as to put up a complete note on the subject.

17) Sri Mazharulla Meccai presented a petition to the Trust Board on 20-6-1949 requesting ~~for~~ sanction of a site in Jayanagar Extension. He was also claiming compensation in L.A.Case No.966 of 47-48 as per shara made in red pencil on the application itself. (vide page 3.) He was allotted site No.243, measuring 40' x 60' and he was instructed to deposit 25% of the site value within 8 days and to deposit 75% within 6 months from that day, i.e., from 21-12-49. (Vide page 4.) It is significant to note that no mention is made in this letter of the Chairman that interest will be charged from a particular date up to the date of payment. It was also stated in that letter that on payment of the full value of the site, the allottee will be put in possession of the site on his executing the agreement and affidavit embodying the conditions subject to which the site was allotted to him and the party was requested to obtain the forms from the Trust Board Office. Then the

Serial No.

Chairmanissued another letter to the party intimating him that the time for payment of the balance amount was extended by Government for a further period of six months. (Vide Govt. Letter No.L.2105/I.T.B.5-51-18 dated 6-6-51) and that the balance of site value may be paid within 5th December 1951, failing which interest must be paid at 5% from the date of default, viz., 21-6-50. Therefore the party was given time till 5-12-51 to pay the amount.(Vide page 5.)

(8) Then the party requested the Land Acquisition Officer to settle the award of the land which had been acquired three years back and that unless this was settled, it was very difficult for him to pay the balance of the amount due to the office of the City Improvement Trust Board. (vide page 6. letter of the party dated 3-7-51.) Again the party wrote to the Chairman on 12-7-51 requesting him to refer to his letter dated 2-1-51 and that the delay for payment was due to his office and that he is not liable to pay 5% interest or any penalties and that the site mentioned in the letter of the Chairman was not actually 40' x 60' but it was only 40' x 55' and that suitable deduction has to be made in the amount claimed as site value by the Trust Board, and ~~to intimate~~ that the correct balance ~~for payment~~ may be intimated and that he was ready to pay immediately after he got the intimation. He has also requested the Chairman to adjust the award amount due to him for his lands in Byrasandra village acquired by the Trust Board and to intimate the

Note.—Contn. Sheet

balance to be paid even after adjustment. He has also written in the same letter as follows:-

"I have been tired of approaching the Land Acquisition Officer's office in person and in writing. Herein I have enclosed a copy of the letter sent to me recently for your information. Further I wish to inform you that in the Acquisition Officer's Office, nobody is willing to give any acknowledgment for the letters we present in person. Therefore God alone knows where they go or what action will be taken on them.

In conclusion, I am willing to pay the balance due and own a site that was so generously allotted to me. In the meanwhile I request you to be good enoubh to settle my claims and enable me to pay the balance amount without much difficulties in these hard days. (Vide page 7.)

19) Page 8 shows the amount calculated by the office on 2-8-51 for the site actually measuring 40' x 55½' and the balance due was worked out as Rs.899-10-0. There is no reference to show that the Trust Board has intimated the party to pay the balance of Rs.899-10-0. Soumoto the party himself has again requested the Chairman on 15-10-51 inviting his attention to his letters dated 2-1-51, 21-1-51, 12-7-51 and regretting that he got no reply to anyone of those letters and requesting him that his site should be re-measured, because it was only 40' x 55' and not 40' x 60' as declared by the Chairman's Office, that since he got no reply, he presumed that the value of the site should be only Rs.1,223-12-0 and the balance due was Rs.890/- for a site measuring 40' x 55' and that he enclosed two cheques - 1 cheque given by the City Improvement Trust Board, Bangalore

342-12-3
546-13-9
899-0-0

Serial No.

B.No.1000 for Rs.342-2-3 and another against the Central Bank of India, No.B.49094 for Rs.546-13-9. (totalling Rs.899/-) and he further requested the Chairman not to penalise him with interest or any other means as the delay was not due to him and that if still any amount was due from him towards the cost of the site, he was ready to remit it. This has been received in the City Improvement Trust Board on 15-10-51. Thus when the party had to pay the amount within 5-12-51, he paid the entire amount without any demand notice from the City Improvement Trust Board, on 15-10-51, about 2 months in advance. Another letter dated 19-11-51 shows that cheque B.1000 was returned to the party and that the cheque had been crossed and that the party could not realise the amount due to his not having any account in the Treasury and requested the Chairman to cancel the cross to make it a bearer cheque and return it to the bearer and oblige. (vide page 11.) The party has again addressed the Chairman on the very next day and sent another cheque for Rs.342-2-3.(vide page 12) This letter also may kindly be perused.

20) Taking all these into consideration, the party has done his best to pay the entire amount within 5-12-51. He has given the entire amount through cheques, Thus strictly speaking the party need not pay any interest.

21) From 8-12-52 till 19-3-53 no action is taken in the Trust Board Office and the office note commenced for the first time only on 19-3-53. So far as the payment of

Note.—Contn. Sheet

3343/mc Retn. of Sri Mazhamulla Meeran

File No. (8) of 195 ..

Mysore Government Secretariat

Serial No.

of interest is concerned, there seems to be absolutely no reason why the party should pay, when he has paid the amount within the stipulated time. The party's contentions have to be accepted.

22) The next point is the party has given an agreement form and an affidavit and is requesting for possession certificate. The same has not yet been given to him. He is an official and he is eager to construct the house by getting the House Building Advance sanctioned. For nearly 2 years and 9 months, possession certificate is not given on the ground that he has not paid the interest. This record completely shows the extent to which the office Trust Board is lethargic in its dealings with the public.

23) Orders may issue stating that the party need not pay interest in the case and possession certificate may be issued immediately. The Chairman can also informed of the history of the Case to enlighten him how his office was not right in demanding interest and how the BG Resolution cannot Correct in view of the facts now found from Records

9/9/54

Secy (L&P)

24) I agree

25) Pl put up clear typed dft

11/9

11/9

SECRETARY TO GOVT 10 SEP 1954 DEPARTMENT

WD 04861—GPB—60,000—22-1-54

Refn of Sri. Nazhaulla Meccan

Mysore Government
Secretariat

[App. F. III 2

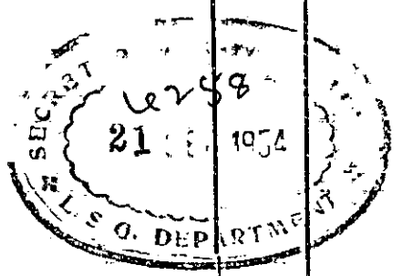
3343/54 File No. (9) of 195 .

Serial No. 26) A draft letter is putup.
M 16/9.17/9

27) Putup a typed draft tomorrow
Postponed
19/9

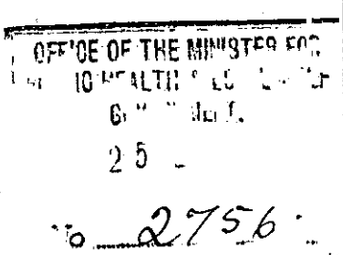
~~A draft~~ 28) A typed draft is putup. for a ppl
M 20/9.
20/9

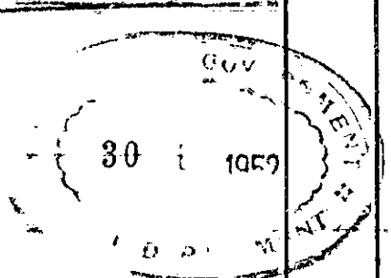
Secy
Dt-I



29) The draft which is self-explanatory is for perusal before issue. There have been some complaint-oral-that the Forest Board is not prompt in its correspondence and the present case is indicative of it.

Kindly)
GVR
24/9
Secy
28/9/54
30/9
Issue
Dte





A draft endorsement is putup to the Govt.
M 4/10.
Issue
Dte

Note.—Contn. Sheet

Serial
No.

T.P.I. ---

The chairman, B.T.B.

Lr. 8130 dt. 4-10-54

forwards instructions to waive

the recovery of interest etc.

T.P.I. ---

Sri Raghavendra Mudaliar

Lr. 8131 dt. 4-10-54

forwards an endt. for the grant.

BM

D

Examination

7/6/54

To

The Secretary,
L.S.G & Planning,
Govt of Mysore,
B A N G A L O R E.

Sir,

I most respectfully beg to submit the following for your kind perusal and early action.

I owned several sites at Byrasandra village, which is at present named as Jayanagar extension, which were all acquired by the Acquisition Officer of the City Improvment Trust Board by paying a paltry sum as compensation. Because so many sites of mine were acquired, in liue, I was given a site of 40x60'. by collecting nearly ten times the value of the compensation paid to me for my sites of the same diamension. In this connection I wrote several letters to the chairman C.I.T.B. and regret to say, none were replied. I had then to make several personal approaches which were not of much help to me. In the end on 9-2-54, I surrendered the registered Agreement and the Affidavit and asked them to give me the Possession Certificate. After making me walk up and down for over 15 days I got a demand notice for Rs.61-7-0 as interest on 26-2-54. For the delay caused in the office of the Trust Board I was penalised with Rs61-7-0. Again I appealed to waive off the interest as I was not responsible for the delayed payments, which you can kindly verify from the records.

Further, I beg to inform you that the office of the C.I.T.B. would not have had issued the agreement form for registration nor would they have received it back had I not paid the full amount as per Rule No.19 of the agreement formed. Now, the office is not issuing me the Possession Certificate after receiving the Registered Agreement form.

The following is the gist of the letters written to the office of C.I.T.B. on the dates noted below:

1. 2-1-1951 - I requested whether it was possible for the Chairman to adjust a part of my compensation awarded towards the alloted site for me. NO REPLY.

2. 21-1-1951 - The copy of this letter is missing from my file. But there was a reply from C.I.T.B.

(2)

3. 12-7-1951 - The site alloted to me measured only 40X55' and not 60X40'. I wanted to know whether I had to pay only for 55X40' or had to pay the full for 60X40' and also requested once again whether my compensation award would be adjusted with this. NO REPLY.

4. 15-10-1951 - Since I got no reply to any one of my letters I calculated the amount for 55X40' and paid the balance of the amount in full settlement in two cheques, viz., one for Rs.342-2-3 and the other for Rs.546-13-9.

5. 7-11-1951 - I requested, since I paid the amount in full settlement, to give me the possession of the site. ---- NO REPLY.

6. 18-11-1951 - I received the cheque for Rs.342-2-3 back with an endorsement dated 23rd October 1951 stating that "..second endorsement is not allowed...." (The above cheque I had received from the Requisition officer, C.I.T.B.)

The cheque was returned after a lapse of nearly one month.

7. 20-11-1951 - I encashed the cheque for Rs.342-2-3 and remitted the amount by a different cheque and regretted for the delay caused in the office of the Chairman to return the cheque. Further I requested to give possession of the site early. NO REPLY.

8. 29-1-1952 - Approached the then Chairman for the possession of the site. Only then I was given to understand that the site alloted to me was 55½X40' as I stated and I had to pay a balance of Rs.10-10-0. Then alone I paid the amount and requested to give the possession of the site. NO REPLY.

9. 30-11-1953 - I was asked to execute the Agreement form and affidavit and take possession of the site.

10. 9-2-1954 - Submitted the Registered Agreement and affidavit and requested to give possession of the site early.

11. 26-2-1954 - A demand for the interest of Rs.61-7-0 was made by the office of the C.I. T.B.

12. 2-3-1954 - I made an appeal to waive the interest as I was not responsible for the delay which could be seen from the correspondence.

12/13-3-1954 - Received an endorsement from the office of C.I.T.B. that the levy of interest was in order.

I therefore request you kindly to through the correspondence and give justice in the above matter, for which act of kindness I shall ever remain grateful.

Yours faithfully,
Mazharulla Meccai
(Mazharulla Meccai)

Bangalore,
7-6-1954.

Copies
Bdr 22/6/54

Address
35, East Road
Bangalore 4.

M. G. S. App. F. G. 3.

MYSORE GOVERNMENT

SECRETARIAT

(*Continuation sheet draft form*).

(3) subject :- Refusal to waive recovery of interest in respect of a site allotted in Jayanagar.

L 3263
25-6-54

To,

The Chairman,
C.D.T.B. Bangalore

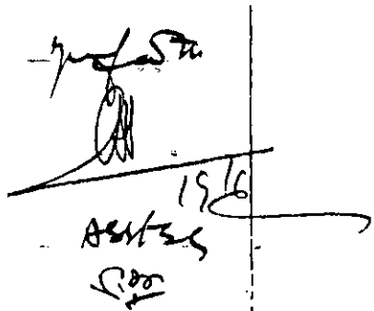
Sir,

I am forwarding herewith a copy of petn dt 7-6-54 received from Sri. Nagharatha Meccai on the above subject, & you are directed to request-/to send me a report in the matter with information as to who is responsible in the Office for the delay in disposing of this case, & on account of which interest is claimed from the plaintiff, as alleged by the petitioner. The connected file & records of your office on the subject may

WD 03546—GPB—40,000 —14-8-53

(4)

also might be sent.



Yours

(5)

OFFICE OF THE MINISTER FOR PUBLIC HEALTH & LOCAL-SELF GOVERNMENT.
18 JUN
No 627

GENERAL & REVENUE SECRETARIAT
2346
20 JUN 1954.

To

The Honourable Minister,
for Local-Self-Government & and Public Health Department,
Government of Mysore.
BANGALORE.

Sir,

I most respectfully beg to submit the following for your kind perusal and early action.

I owned several sites at Byrasandra village, which is at present named as Jayanagar extension, which were all acquired by the Acquisition Officer of the City Improvment Trust Board by paying a paltry sum as compensation. Because so many sites of mine were acquired in liue I was given a site of 40X55½' by collecting nearly ten times the value of the compensation paid to me for my sites of the same diamension. In this connection I wrote several letters to the chairman C.I.T.B. and regret to say , none were replied. I had then to make several personal approaches which were not of much help to me. In the end on 9-2-54, I surrendered the registered Agreement and the Affidavit and asked them to give me the Possession Certificate. After making me walk up and down for over 15 days I got a demand notice for Rs.61-7-0 as interest on 26-2-54. For the delay caused in the office of the Trust Board I was penalised with Rs61-7-0. Again I appealed to waive off the interest as I was not responsible for the delayed payments, which you can kindly verify from the records.

Further, I beg to inform you that the office of the C.I.T.B. would not have had issued the agreement form for registration nor would they have received it back had I not paid the full amount as per Rule No.19 of the agreement formed. Now, the office is not issuing me the Possession Certificate after receiving the Registered Agreement form.

The following is the gist of the letters written to the office of C.I.T.B. on thedates noted below:

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2. 21-1-1951 - The copy of this letter is missing from my file. But there was a reply from C.I.T.B.

(6)

3. 12-7-1951 - The site alloted to me measured only 40X55' and not 60X40'. I wanted to know whether I had to pay only for 55X40' or had to pay the full for 60X40' and also requested once again whether my compensation award would be adjusted with this. NO REPLY.

4. 15-10-1951 - Since I got no reply to any one of my letters I calculated the amount for 55X40' and paid the balznce of the amount in full settlement in two cheques, viz., one for Rs.342-2-3 and the other for Rs.546-13-9.

5. 7-11-1951 - I requested since I paid the amount in full settlement to give me the possession of the site. ---- NO REPLY.

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The cheque was returned after a lapse of nearly one month.

7. 20-11-1951 - I encashed the cheque for Rs.342-2-3 and remitted the amount by a different cheque and regretted for the delay caused in the office of the Chairman to return the cheque. Further I requested to give possession of the site early. NO REPLY.

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9. 30-11-1953 - I was asked to execute the agreement form and affidavit and take possession of the site.

10. 9-2-1954 - Submitted the Registered Agreement and affidavit and requested to give possession of the site early.

11. 26-2-1954 - A demand for the interest of Rs.61-7-0 was made by the office of the C.I. T.B.

12. 2-3-1954 - I made an appeal to waive the interest as I was not responsible for the delay which could be seen from the correspondence.

12/13-3-1954 - Received an endorsement from the office of C.I.T.B. that the levy of interest was in order.

I therefore request you kindly to through the correspondence and give justice in the above matter, for which act of kindness I shall ever remain grateful.

Yours faithfully,
mazharulla meccai
(Mazharulla Meccai)

Bangalore,
7-6-1954.

Address
35; East Road
Bangalore 4

L 4653/23 -> 54 (7)

Dear Sir,

I am desired to invite your attention to this office letter No L 3263 dt 25-6-1954 regarding the representation of Sri. Raghavulla Mecci as regards waiving the recovery of interest and to state that on account of delay in the T.B. office, ~~the petitioner~~ inconvenience has been caused to the petitioner resulting in a representation being made to Govt to redress the alleged wrong done to him. If the matter is not settled soon, the petitioner is likely to approach Govt. frequently, which may give rise to unnecessary correspondence. The question requires serious consideration & early action.

I am therefore to request you kindly to bestow your personal attention & see that the report called for is sent to Govt ~~without any further delay~~ within 3 days positively. If there has been delay with the concerned clerk his explanation may please be taken & submitted to Govt for orders.

Yours

for Secy

To, The Chairman, B.T.B (Cyclone)

1 4653

(8)

23 July 1954

Dear Sir,

I am desired to invite your attention to this office letter No.L.3263 dated 25th June 1954 regarding the representation of Shri Mazharulla Maccai as regards waiving the recovery of interest and to state that on account of delay in the Trust Board office, inconvenience has been caused to the petitioner resulting in a representation being made to Government to redress the alleged wrong done to him. If the matter is not settled soon, the petitioner is likely to approach Government frequently, which may give rise to unnecessary correspondence. The question requires serious consideration and early action.

I am therefore to request you kindly to bestow your personal attention and see that the report called for is sent to Government within three days positively. If there has been delay with the concerned clerk, his explanation may please be taken and submitted to Government for orders.

Yours sincerely,

Shri R. Madhavan, B.E.,
Chairman,
City Improvement Trust Board,
B A N G A L O R E.

C. F. No. 63]

GOVERNMENT OF MYSORE

MYSORE GOVERNMENT SECRETARIAT
NO 3343
5 AUG 1954
MUNICIPAL BRANCH

Telegram / phone

OFFICE OF

The Chairman, City Improvement Trust Board, Bangalore.

No. A1PR 591
Encls.

Date 29th July 1954.

To

The Secretary to Government,
Local Self Government and Planning Departments,
Bangalore.

Sir,

FTB 11. 54-20

Subject:- Representation of Sri Mazharulla Meccai, to waive the recovery of Interest.

With reference to correspondence resting with your D.O. letter No.L.4653 dated 23-7-54, on the above subject, I write to state that site No.243 in Block II of Jayanagar was allotted to Mazharulla Meccai and intimation was sent to him on 21-12-1949. He has paid the value of the site on the following dates:-

Date.	Amount.
25-6-49 (Initial Deposit)	166-14--0
15-9-50	166-14--0
24-10-51	546-13--9
11-12-51	342--2--3
16--2-52	10-10--0
	1233--6--0

As per rules of allotment 6 months time was given -- to pay the full amount and any payment made after that time limit would be with interest. The last three credits are made after the due date viz., 21st June 1950 and interest 5% amounting to Rs.61-7-0 is charged as the belated payments. In his representation, he now requests for the waiver of the interest on the -- following grounds:-

1. That he was a displaced site owner.
2. That he was not responsible for the delay in payment of the site value, etc., and
3. Delay was in this Office etc.,

All his arguments fall flat since he was given a notice on 29-6-51 indicating that interest would be charged from 21st June1950, if the full value was not paid before 5-12-51. Notification was also got published in the press on more than one -- occasion calling on all defaulters to pay up the balance of site value with interest due. It was not possible to send individual intimations as the number was very enarmous and this notification had good response. With reference to his allegation that the

P.T.O.

(10)

Office was not giving him any reply, it is to be pointed out that he was not enclosing the requisite postal stamp as required to enable this Office to send him timely replies. His was a protracted correspondence just to gain time without making any payment towards the site value. His another allegation that he was not intimated the payment of interest is not correct as this point was made -- clear in the notice given to him as far back as 29-6-51 and the exact amount of interest due could not be intimated to him till he paid full value of the site. It was only after he made the full payment of site value, he was intimated of the interest due.

Board has shown him the utmost consideration, -- though his wife owned a site he has been given another site as a special case and got him also exemption from Government for this.

He has now requested that the interest of Rs.61-7-0 may be waived. His request was placed before the Board at its meeting held on 24-7-54 and it was resolved "That the interest of Rs.61-7-0 charged on belated payments made in respect of site No.243 in Block II of Jayanagar Extension, allotted to Sri Mazhrulla Meccai cannot be waived."

I request that approval of Government may kindly be obtained to the Board Resolution enclosed herewith.

The connected records accompany for perusal and return.

Yours faithfully,

(R. Madhavan)
Chairman.

Ksr.

Re (11)

Proceedings of the Meeting of the City Improvement Trust Board, held on 24th July 1954.

Subject No.151.

Representation of Sri Mazharulla Meccai to waive the penal interest of Rs.61-7-0 due from him on belated payments.

Board Resolution:- "That the interest of Rs.61-7-0 charged on belated payments made in ~~the~~ respect of site No.243 in Block II of Jayanagar Extension allotted to Sri Mazharulla Meccai cannot be waived".

xxx xxx xx

(Sd) R. Madhavan,

Chairman.

"Copy"

For Chairman.

DRAFT. (12)

To L 8130/WR ITB. II. 54-21 8/4-10-54

The Chairman,
City Improvement Trust Board,
Bangalore-1.

Sir,

Subject: Representation of Shri Mazharulla Meccai to waive the recovery of interest.

Please

With reference to your letter No.A1.P.R.591 dated 2nd August 1954 on the above subject, I am directed to state as follows, having regard to the information disclosed from the records of your office.

Shri Mazharulla Meccai presented a petition to the Trust Board on 20th June 1949 for grant of a site and He was also claiming compensation in Land Acquisition case No.966 of 1947-48. He was allotted site No.243 measuring 40' x 60' and he was instructed to deposit 25% of the site value within eight days and to deposit 75% within six months from 21st Decr. 1949. No mention is made in your letter dated 14/21st December 1949 that interest will be charged from a particular date upto the date of payment. It is also stated in that letter that on payment of the full value of the site, the allottee will be put in possession of the site on his executing the agreement and affidavit and the party was requested to obtain the forms from the Trust Board.

Then in your subsequent letter No.1895-69 dated 29th June 1951, it is mentioned that the time for payment of the balance amount was extended by Government for a further period of six months as per Government letter~~XXXX~~ No. L.2105/ITB.5-51-18 dated 6th June 1951 and that the balance of the site value may be paid within 5th December, 1951, failing which interest must be paid at 5% from the date of default. Therefore the party was given time till 5th December 1951 to pay the

(13)

amount.

Then the party requested the Land Acquisition Officer to ~~settle the~~ has an award of in respect of the land acquired from him and he represented that unless it was settled it was for difficult for him to pay the balance towards the cost of the site allotted. Again he wrote on 12-7-51 inviting reference to his previous letter dated 2-1-1951 and stating that the delay for payment was due to the Trust Board Office, that he was not liable to pay interest or any penalties and that the site allotted was not actually 40' x 60' but it was only 40' x 55', that suitable deduction has to be made in the amount claimed as site value, that the correct balance may be intimated and that he ~~we~~ was ready to pay immediately after he got the information. He also requested to adjust the award amount due to him for his lands acquired in Byrasandra and to intimate the balance to be paid after adjustment. There is no reference to show that the Trust Board has intimated the party to pay the balance of Rs.899-10-0 as calculated by the office on 2-8-1951.

Inspite of the repeated requests made by him, he got no reply from the Trust Board office. presuming that the value of the site should be only Rs.1,223-12-0 having regard to the actual measurement of the site allotted, he sent two cheques -one cheque given by the Trust Board for Rs.342-2-3 and another against the Central Bank of India for Rs.546-13-9, and further requested not to penalise him with interest etc., as the delay was not due to him and that if still any amount was due from him, he was ready to remit it. This has been received in the Trust Board Office on 15-10-51. When the party had to pay the balance within 5-12-51, he paid the entire amount without any demand notice on 15-10-1951, about two months in advance. Another

(14)

letter dated 19-11-1951 from him shows that as cheque bearing No.B.1000 issued in his favour was a crossed cheque, he could not realise the amount due to his not having any account in the Treasury and that he returned the cheque with a request to make it a bearer cheque. He again addressed the Chairman, the very next day and sent another cheque for Rs.342-2-3.

Taking all these facts into consideration, it would appear that the party has done his best to pay the entire amount within the stipulated time and he ~~actually~~ paid the amount within that period. So he need not pay any interest as demanded.

He has given an agreement form and an affidavit and has been requesting for possession certificate for nearly two years and nine months. The grant of possession certificate was withheld on the ground that he has not paid interest. Now as the question regarding payment of interest is decided, possession certificate may ~~kindly~~ be issued to him immediately, as he is ~~an official and is~~ eager to construct a house on the site allotted to him ~~long back~~.

The record ~~fully~~ shows the ~~extent to which~~ indicate that the Trust Board office is not prompt in its ~~dealings with the allottees~~. Incidentally, it has to be pointed out that the Trust Board resolution was not correct in view of the facts now found from records. Delay in settling the matters ~~as~~ with the allottes ought to ~~may kindly~~ be avoided and ~~suitable instructions issued to your office in this~~ behalf.

Correspondence

The file of records of your office is returned herewith.

Yours faithfully,

Secretary to Government,
L.S.G. & Planning Departments.

knr/draft/20-9-54

(15)

L. 8/30/I.T.B 11-54-21

Municipal Branch,
4th October 4

The.
L.S.G. & Planning Departments

To

The Chairman,
City Improvement Trust Board,
Bangalore 1.

Sir,

Subject:- Representation of Sri Mazharulla Meccai to waive the recovery of interest.

Please refer to your letter No.A1.P.R.591 dated 2nd August 1954 on the above subject.

Sri Mazharulla Meccai presented a petition to the Trust Board on 20th June 1949 for grant of a site. He was also claiming compensation in Land Acquisition Case No.966 of 1947-48. He was allotted site No.243 measuring 40' x 60' and he was instructed to deposit 25% of the site value within eight days and to deposit 75% within six months from 21st Dec.1949. No mention is made in your letter dated 14/21st December 1949 that interest will be charged from a particular date upto the date of payment. It is also stated in that letter that on payment of the full value of the site, the allottee will be put in possession of the site on his executing the agreement and affidavit and the party was requested to obtain the forms from the Trust Board.

Then in your subsequent letter No.1895-69 dated 29th June 1951, it is mentioned that the time for payment of the balance amount was extended by Government for a further period of six months as per Government letter No.L.2105/I.T.B.5-51-18 dated 6th June 1951 and that the balance of the site value may be paid within 5th December 1951, failing which interest must be paid at 5% from the date of default. Therefore the party was given time till 5th December 1951 to pay the amount.

Then the party requested the Land Acquisition Officer to pass an award in respect of the land acquired from him and he represented that unless it was settled it was difficult for him to pay the balance towards the cost of the site allotted. Again he wrote on 12th July 1951 inviting

reference to his previous letter dated 2nd January 1951 and stating that the delay for payment was due to the Trust Board Office, that he was not liable to pay interest or any penalties and that the site allotted was not actually 40' x 60' but it was only 40' x 55', that suitable deduction has to be made in the amount clai ed as site value, that the correct balance may be intimated and that he was ready to pay immediately after he got the information. He also requested to adjust the award amount due to him for his lands acquired in Byrasandra and to intimate the balance to be paid after adjustment. There is no reference to show that the Trust Board has intimated the party to pay the balance of Rs.899-10-0 as calculated by the office on 2-8-1951.

Inspite of the repeated requests made by him, he got no reply from the Trust Board. Presuming that the value of the site should be only Rs.1,223-12-0 having regard to the actual measurement of the site allotted, he sent two cheques - one cheque given by the Trust Board for Rs.342-2-3 and another against the Central Bank of India for Rs.546-13-9, and further requested not to penalise him with interest etc., as the delay was not due to him and that if still any amount was due from him, he was ready to remit it. This has been received in the Trust Board on 15-10-1951. When the party had to pay the balance within 5-12-1951, he paid the entire amount without any demand notice on 15-10-1951. Another letter dated 19-11-1951 from him shows that as cheque bearing No.B.1000 issued in his favour was a crossed cheque, he could not realise the amount due to his not having any account in the Treasury and that he returned the cheque with a request to make it a bearer cheque. He ~~xxx~~ again addressed the Chairman, the very next day and sent another cheque for Rs.342-2-3.

Taking all these facts into consideration, it would appear that the party has done his best to pay the entire amount within the stipulated time and that he paid the amount within that period. So he need not pay any interest as demanded.

He has given an agreement form and an affidavit and has been requesting for possession certificate for nearly two years and nine

(17)

months. The grant of possession certificate was withheld on the ground that he has not paid interest. Now as the question regarding payment of interest is decided, possession certificate may be issued to him immediately, as he is eager to construct a house on the site allotted to him.

The record indicates that the Trust Board office is not prompt in its correspondence. Incidentally it has to be pointed out that the Trust Board resolution was not correct in view of the facts now found from records. Delay in settling the matter with the allottees ought to be avoided.

The file of records of your office is returned herewith.

Yours faithfully,

(V. Hanumanthappa)
for Secretary to Government,
L.S.G. & Planning Departments.

LNS.2.1/1

3343

(18) Endorsement granted

Ref. to ~~of~~ Sri. Razharulla Me

35, East End

2/131/ IHB. II. 54. 22 Bangalore 4

dt 4-10-54

subject ~~to~~ waiving the

as

recovery of interest, dem

by the C.E.T.B, Banga

in respect of site No 2

in Block II of Jaya

with reference to his petition d

6-54 on the above subject

Sri. Razharulla Meccai

informed that orders of Govt.

have been communicated

the Chairman, C.E.T.B, (in petitioner's)

the effect that he need not

pay any interest, as demanded

& that possession certifica

may be issued to him

immediately. He may

contact the said officer

~~for further particulars~~

in ~~the matter~~ and obtain

possession certificate in respect

the above said site.

~~Asst~~ Asst Secy.

Memo. No 8132 dt 4-10-54

copy to the Chairman,

C.E.T.B, Bangalore for

information & immediate

~~the~~ necessary action, in the light of the

orders communicated

in letter No (19) — — • — — 87 —

Chief
Asst Secy.

(20)

GOVERNMENT OF MYSORE.

Mysore Government
General and Revenue/Secretariat,
Municipal Branch,
Dated, Bangalore,..4th..Octr.....195 4.

L.8431 / MB. II. 54-22

ENDORSEMENT.

Granted to

Sri Mazharulla Meccai,
35, 2ast Lnd Road,
Bangalore 4.

Subject:- Waiving the recovery of interest as demanded by the City Improvement Trust Board, Bangalore, in respect of site No.243 in Block II, of Jayanagar.

....

With reference to his petition dated 7th June 1954 on the above subject, Sri Mazharulla Meccai is informed that orders of Government have been communicated to the Chairman, City Improvement Trust Board, to the effect that he (the petitioner) need not pay any interest, as demanded, and that possession certificate may be issued to him immediately. He may contact the said officer and obtain possession certificate in respect of the above said site.

(Sd.) (V. Hanumanthappa)
Asst. Secretary to Government,
L.S.G. & Planning Departments.

Memo No.L. 8/32 dt. 16. 54

Copy of the above is forwarded to the Chairman, City Improvement Trust Board, Bangalore, for information and immediate needful action, in the light of the orders communicated in letter No.L. dated the 4th October 1954.

(V.Hanumanthappa)
Asst. Secretary to Government,
L.S.G. & Planning Departments.

LH3.3.4/10.